100TH CONGRESS
1st Session

SENATE

TREATY DOC.
100–5

FISHERIES TREATY WITH CERTAIN PACIFIC ISLAND STATES

MESSAGE

FROM

THE PRESIDENT OF THE UNITED STATES

TRANSMITTING

THE TREATY ON FISHERIES BETWEEN THE GOVERNMENTS OF CERTAIN PACIFIC ISLAND STATES AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA, WITH ANNEXES AND AGREED STATEMENT, SIGNED ON APRIL 2, 1987

JUNE 18, 1987.—Treaty was read the first time, and together with the accompanying papers, referred to the Committee on Foreign Relations and ordered to be printed for the use of the Senate.

U.S. GOVERNMENT PRINTING OFFICE

91-118 WASHINGTON : 1987

S385-5

LETTER OF TRANSMITTAL

THE WHITE HOUSE, *June 18, 1987.*

To the Senate of the United States:

I transmit herewith, for the advice and consent of the Senate to ratification, the Treaty on Fisheries Between the Governments of Certain Pacific Island States and the Government of the United States of America, with annexes and agreed statement, which has been signed by the United States and twelve Pacific Island states. Also transmitted for the information of the Senate are (a) a related economic assistance agreement with the South Pacific Forum Fisheries Agency, (b) notes exchanged with the Governments of Papua New Guinea and Australia concerning fishing areas, and (c) the report of the Department of State with respect to the Treaty.

For the last several years, the United States has been involved in a fisheries dispute with several Pacific Island states as a result of conflicting laws regarding jurisdiction over highly migratory tuna. The Pacific Island nations claim jurisdiction over tuna within their 200-nautical-mile exclusive economic zones. The United States neither recognizes nor claims jurisdiction over tuna beyond 12 nautical miles. As mandated by the Magnuson Fishery Conservation and Management Act, the United States Government has prohibited imports of tuna from several countries as a result of seizures of U.S. tuna boats by nations exercising jurisdictional claims. This dispute has resulted in a cycle of tuna vessel seizures and consequential U.S.-imposed trade embargoes that has resulted in serious erosion of our good relations with the countries of the region and has provided the Soviet Union with an opportunity to exploit these differences through fisheries agreements.

United States policy under the Magnuson Act has been to negotiate international agreements to ensure the effective conservation and management of tuna and to secure access for U.S. fishermen to the stocks wherever they migrate beyond a narrow belt of coastal waters. The Treaty provides for the issuance of regional licenses for tuna fishing in some ten million square miles of the South Pacific Ocean. Data collected on tuna catch may provide a basis for future management and conservation efforts. It thus furthers U.S. fisheries policy goals while eliminating the primary source of bilateral friction between the United States and the Pacific Island states.

I recommend that the Senate give early consideration to the Treaty, with annexes and agreed statement, and give its advice and consent to ratification at an early date.

RONALD REAGAN.

LETTER OF SUBMITTAL

DEPARTMENT OF STATE,
Washington, May 27, 1987.

THE PRESIDENT,
The White House.

THE PRESIDENT: I have the honor to submit to you, with a view to its transmission to the Senate for advice and consent to ratification, the Treaty on Fisheries Between the Governments of Certain Pacific Island States and the Government of the United States of America, with annexes and agreed statement. Also enclosed for the information of the Senate is a related economic assistance agreement with the South Pacific Forum Fisheries Agency, as well as notes exchanged with the Governments of Papua New Guinea and Australia concerning fishing areas.

This Treaty was signed on April 2, 1987, by the United States, Australia, Cook Islands, Fiji, Federated States of Micronesia, Kiribati, Marshall Islands, Nauru, New Zealand, Papua New Guinea, Solomon Islands, Tuvalu, and Western Samoa. The Treaty will make available regional tuna fishing licenses, and will enter into force when ratified by the United States, Federated States of Micronesia, Kiribati, Papua New Guinea and seven additional Pacific Island states.

The negotiation of this Treaty is an important step in our fisheries policy. Most coastal nations claim 200 nautical mile jurisdiction over tuna. The United States, however, neither claims nor recognizes jurisdiction over tuna beyond twelve nautical miles from the coast. United States policy, mandated by the Magnuson Fishery Conservation and Management Act, has been to negotiate international agreements to ensure the effective conservation and management of tuna and to secure access for U.S. fishermen to the stocks wherever they migrate beyond a narrow belt of coastal waters.

Equally important, the Treaty should eliminate, for its duration, the serious foreign policy irritants caused by differing jurisdictional claims over tuna, which have damaged our relations with the island governments of the South Pacific. By establishing a mechanism to regulate fishing, the Treaty should end the cycle of seizures of U.S.-flag tunaboats and the subsequent imposition of retaliatory U.S. embargoes mandated by the Magnuson Act.

The licensing area under the Treaty covers some ten million square miles of rich fishing waters in the South Pacific Ocean. In order to fish in this area, U.S. tuna vessels will purchase regional licenses. The base price for the licenses will be $50,000, and the industry has guaranteed a payment of $1.75 million for 35 licenses in the first year the Treaty is in force. In subsequent years, license

fees will be indexed to the price of tuna, but will not drop below the $50,000 base price. The industry will also provide fisheries-related technical assistance, valued at $250,000 annually, to the island states through the South Pacific Forum Fisheries Agency. After administrative costs are met, the license fees are to be distributed among the Pacific Island states in proportion to the amount of tuna taken within 200 nautical miles of their coasts each year. Any member of the South Pacific Forum Fisheries Agency may become party to the Treaty.

Associated with the Treaty is an agreement between the Government of the United States and the South Pacific Forum Fisheries Agency (as agent for the signatory states) which provides an annual economic assistance package of $10 million for five years. The funds will be provided in the form of a cash transfer, of which $1 million will be for projects proposed by participating countries through the South Pacific Forum Fisheries Agency, and approved by the Agency for International Development. Under the terms of the Treaty, the annual economic assistance must be paid before the annual licenses become effective.

The Treaty took on additional political significance when, after Treaty negotiations had begun, the Soviet Union began making overtures to several Pacific Island states for fisheries agreements. Kiribati signed a one year fisheries agreement with the Soviet Union in December 1985 which has not been renewed. Vanuatu signed a one year fisheries agreement with the Soviet Union in January 1987.

The salient provisions of the Treaty are as follows:

Article 1 defines terms and delineates the Treaty area.

Article 2 calls for the Government of the United States to cooperate with the Pacific Island parties to assist in maximizing benefits from the development of fisheries resources and the operations of U.S. fishing vessels licensed under the Treaty.

Article 3 states how U.S. fishing vessels may gain access to the Treaty area. It refers to the terms and conditions for fishing in Annex I, and the licensing procedures set out in Annex II. All U.S. vessels fishing in the Licensing area must be licensed, unless fishing for albacore tuna by trolling in areas in the Treaty area beyond 200 nautical miles from the coast. Terms and conditions for vessels to fish in areas within the jurisidiction of a Pacific Island party but not open pursuant to the Treaty may be arranged between vessel owners and the Government of the Pacific Island party.

Article 4 defines the responsibilities of the United States to enforce the provisions of the Treaty and licenses issued thereunder, and to take all reasonable measures to assist in the investigation of any alleged breach of the Treaty by a U.S. fishing vessel. If a U.S. investigation reveals that a vessel has committed a major violation of the Treaty and has not submitted to the jurisdiction of the Pacific Island party concerned, the U.S. shall take measures to ensure that the vessel concerned leaves the licensing area and does not return except to submit to the jurisdiction of the Pacific Island party concerned, or is penalized by the U.S. Government in a manner satisfactory to the Pacific Island party. The U.S. Government shall ensure an agent is maintained in Port Moresby, Papua

New Guinea for the purpose of receiving and responding to legal processes under this article.

Article 5 states that Pacific Island parties may enforce Treaty and license provisions. The United States may not apply sanctions of any kind against a party for taking enforcement actions consistent with the Treaty.

Article 6 sets forth procedures for consultations and dispute settlement. Unless the disputing parties agree otherwise, the Arbitration Rules of the United Nations Commission on International Trade Law will be used.

Article 7 states that the parties shall meet once yearly to review the operation of the Treaty.

Article 8 sets forth procedures for Treaty amendment. Proposed amendments will be considered at the annual review meeting, or any other time agreed by all parties. Amendments will be adopted by approval or all parties, and will enter into force upon receipt by the depositary of instruments of ratification, acceptance or approval of all parties.

Article 9 describes simplified procedures for amending an Annex to the Treaty, in lieu of the procedures set out in Article 8.

Article 10 describes appropriate methods of notification for any notice given in accordance with the Treaty.

Article 11 appoints the Government of Papua, New Guinea, as depositary for the Treaty.

Article 12 states the provisions for entry into force and termination of the Treaty.

Annex I provides the terms and conditions, other than licensing requirements, for fishing under the Treaty.

Annex II sets forth licensing procedures and payments. The Government of the United States is to apply for licenses on behalf of vessel operators, who will individually pay the license fees. Licenses will not take effect until payments defined in Part 1 of Schedule 2, have been made. Grounds for denial of a license are spelled out.

Industry payments are to be a lump sum of $1.75 million in the first year for 35 licenses. Five additional licenses will be made available at $50,000 per license; ten further licenses will be available at $60,000 per license. In years two through five, up to forty licenses will be made available at a base price of $50,000 per license. Ten additional licenses will be made available at a base price of $60,000 per vessel. In years two through five, license fees will be indexed annually to changes in the price of tuna in the manner spelled out in the Schedule. In addition, the U.S. tuna industry is to provide technical assistance of up to $250,000 annually in response to requests coordinated through the Administrator of the Treaty, which we expect to be the Forum Fisheries Agency.

Annex II also refers to the related Agreement between the South Pacific Forum Fisheries Agency and the U.S. Government. Under this agreement, the U.S. Government is to provide economic assistance funds of $10 million annually for five years to the Pacific Island states party to the Treaty. The funds will be provided in the form of a cash transfer, of which $1 million will be for projects proposed by participating countries through the South Pacific Forum Fisheries Agency, and approved by the Agency for International

Development. The assistance agreement will terminate five years after it enters into force.

U.S. tuna industry interests have been closely involved in the negotiation of this Treaty and are in favor of its ratification. The Departments of State and Commerce join in recommending that the Treaty be submitted to the Senate for advice and consent to ratification at an early date.

Respectfully submitted,

GEORGE P. SHULTZ.

TREATY ON FISHERIES BETWEEN THE GOVERNMENTS OF CERTAIN PACIFIC ISLAND STATES AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

INDEPENDENT STATE OF PAPUA NEW GUINEA

C E R T I F I C A T E

I, TARCISIUS ERI, Assistant Secretary (Treaties Branch), Department of Foreign Affairs;

HEREBY CERTIFY that the attached is a true and authentic copy of the TREATY ON FISHERIES BETWEEN THE GOVERNMENTS OF CERTAIN PACIFIC ISLAND STATES AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA signed at Port Moresby on 2nd April, 1987.

IN WITNESS THEREOF, I have attached the seal of the Department of Foreign Affairs.

DATED at Port Moresby this 2nd day of April, 1987.

TARCISIUS ERI

TREATY ON FISHERIES

BETWEEN THE GOVERNMENTS OF CERTAIN PACIFIC ISLAND STATES

AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

The Governments of the Pacific Island States party to this Treaty and the Government of the United States of America:

ACKNOWLEDGING that in accordance with international law, coastal States have sovereign rights for the purposes of exploring and exploiting, conserving and managing the fisheries resources of their exclusive economic zones or fisheries zones;

RECOGNISING the strong dependence of the Pacific Island parties on fisheries resources and the importance of the continued abundance of those resources;

BEARING IN MIND that some species of fish are found within and beyond the jurisdiction of any of the parties and range throughout a broad region; and

DESIRING to maximize benefits flowing from the development of the fisheries resources within the exclusive economic zones or fisheries zones of the Pacific Island parties;

HAVE AGREED AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 In this Treaty:

(a) "Administrator" means that person or organisation designated by the Pacific Island parties to act as such on their behalf pursuant to this Treaty and notified to the Government of the United States;

(b) "final judgment" means a judgment from which no appeal proceedings have been initiated within sixty days;

(c) "fishing" means:

(i) searching for, catching, taking or harvesting fish;

(iii) attempting to search for, catch, take or harvest fish;

(iii) engaging in any other activity which can reasonably be expected to result in the locating, catching, taking or harvesting of fish;

(iv) placing, searching for or recovering fish aggregating devices or associated electronic equipment such as radio beacons;

(v) any operations at sea directly in support of, or in preparation for any activity described in this paragraph; or

(vi) aircraft use, relating to the activities described in this paragraph except for flights in emergencies involving the health or safety of crew members or the safety of a vessel;

(d) "fishing vessel of the United States" or "vessel" means any boat, ship or other craft which is used for, equipped to be used for, or of a type normally used for commercial fishing, which is documented under the laws of the United States;

(e) "Licensing Area" means all waters in the Treaty Area except for:

(i) waters subject to the jurisdiction of the United States in accordance with international law; and

(ii) waters closed to fishing by fishing vessels of the United States in accordance with Annex I;

(f) "operator" means any person who is in charge of, directs or controls a vessel, including the owner, charterer and master;

(g) "Pacific Island party" means a Pacific Island State party to this Treaty and "Pacific Island parties" means all such States from time to time;

(h) "Pacific Island State" means a party to the South Pacific Forum Fisheries Agency Convention, 1979;

(i) "party" means a State party to this Treaty, and "parties" means all such States, from time to time;

(j) "this Treaty" means this Treaty, its Annexes and Schedules; and

(k) "Treaty Area" means all waters north of 60 degrees South latitude and east of 90 degrees East longitude, subject to the fisheries jurisdiction of Pacific Island parties, and all other waters within rhumb lines connecting the following geographic co-ordinates, designated for the purposes of this Treaty, except for waters subject to the jurisdiction in accordance with international law of a State which is not a party to this Treaty:

2°35'39"S	141°00'00"E
1°01'35"N	140°48'35'E
1°01'35"N	129°30'00"E
10°00'00"N	129°30'00"E
14°00'00"N	140°00'00"E
14°00'00"N	142°00'00"E
12°30'00"N	142°00'00"E
12°30'00"N	158°00'00"E
15°00'00"N	158°00'00"E
15°00'00"N	165°00'00"E
18°00'00"N	165°00'00"E
18°00'00"N	174°00'00"E
12°00'00"N	174°00'00"E
12°00'00"N	176°00'00"E
5°00'00"N	176°00'00"E
1°00'00"N	180°00'00"
1°00'00"N	164°00'00"W
8°00'00"N	164°00'00"W
8°00'00"N	158°00'00"W
0°00'00"	150°00'00"W
6°00'00"S	150°00'00"W
6°00'00"S	146°00'00"W
12°00'00"S	146°00'00"W
26°00'00"S	157°00'00"W
26°00'00"S	174°00'00"W
40°00'00"S	174°00'00"W
40°00'00"S	171°00'00"W
46°00'00"S	171°00'00"W
55°00'00"S	180°00'00"
59°00'00"S	160°00'00"E
59°00'00"S	152°00'00"E

and north along the 152 degrees of East longitude until intersecting the Australian 200 nautical mile limit.

1.2. Nothing in this Treaty shall be deemed to affect the applicability of any provision of a Pacific Island party's law which is not identified or otherwise described in this Treaty.

ARTICLE 2

BROADER CO-OPERATION

2.1 The Government of the United States shall, as appropriate, co-operate with the Pacific Island parties through the provision of technical and economic support to assist the Pacific Island parties to achieve the objective of maximizing benefits from the development of their fisheries resources.

2.2 The Government of the United States shall, as appropriate, promote the maximization of benefits generated for the Pacific Island parties from the operations of fishing vessels of the United States licensed pursuant to this Treaty, including:

(a) the use of canning, transshipment, slipping and repair facilities located in the Pacific Island parties;

(b) the purchase of equipment and supplies, including fuel supplies, from suppliers located in the Pacific Island parties; and

(c) the employment of nationals of the Pacific Island parties on board licensed fishing vessels of the United States.

ARTICLE 3

ACCESS TO THE TREATY AREA

3.1 Fishing vessels of the United States shall be permitted to engage in fishing in the Licensing Area in accordance with the terms and conditions referred to in Annex I and licences issued in accordance with the procedures set out in Annex II.

3.2 It shall be a condition of any licence issued pursuant to this Treaty that the vessel in respect of which the licence is issued is operated in accordance with the requirements of Annex I. No fishing vessel of the United States shall be used for fishing in the Licensing Area without a licence issued in accordance with Annex II or in waters closed to fishing pursuant to Annex I, except in accordance with paragraph 3 of this Article, or unless the vessel is used for fishing albacore tuna by the trolling method in high seas areas of the Treaty Area.

3.3 A Pacific Island party may permit fishing vessels of the United States to engage in fishing in waters under the jurisdiction of that party which are:

(a) within the Treaty Area but outside the Licensing Area; or

(b) except for purse seine vessels, within the Licensing Area but otherwise than in accordance with the terms and conditions referred to in Annex I,

in accordance with such terms and conditions as may be agreed from time to time with the owners of the said vessels or their representatives. In such a case, if the Pacific Island party gives notice to the Government of the United States of such arrangements, and if the Government of the United States concurs, the procedures of Articles 4 and 5.6 shall be applicable to such arrangements.

ARTICLE 4

FLAG STATE RESPONSIBILITY

4.1 The Government of the United States shall enforce the provisions of this Treaty and licences issued thereunder. The Government of the United States shall take the necessary steps to ensure that nationals and fishing vessels of the United States refrain from fishing in the Licensing Area and in waters closed to fishing pursuant to Annex I, except as authorised in accordance with Article 3.

4.2 The Government of the United States shall, at the request of the Government of a Pacific Island party, take all reasonable measures to assist that party in the investigation of an alleged breach of this Treaty by a fishing vessel of the United States and promptly communicate all the requested information to that party.

4.3 The Government of the United States shall ensure that:

(a) each fishing vessel of the United States licensed pursuant to this Treaty is fully insured against all risks and liabilities;

(b) all measures are taken to facilitate:

(i) any claim arising out of the activities of a fishing vessel of the United States, including a claim for the total market value of any fish taken from the Licensing Area without authorisation pursuant to this Treaty, and the prompt settlement of that claim;

(ii) the service of legal process by or on behalf of a national or the Government of a Pacific Island party in any action arising out of the activities of a fishing vessel of the United States;

(iii) the prompt and full adjudication in the United States of any claim made pursuant to this Treaty;

(iv) the prompt and full satisfaction of any final judgment or other final determination made pursuant to this Treaty; and

(v) the provision of a reasonable level of financial assurances, if, after consultation with the Government of the United States, all Pacific Island parties agree that the collection of any civil or criminal judgment or judgments or determination or determinations made pursuant to this Treaty has become a serious enforcement problem;

(c) an amount equivalent to the total value of any forfeiture, fine, penalty or other amount collected by the Government of the United States incurred as a result of any actions, judicial or otherwise, taken pursuant to this Article is paid to the Administrator as soon as possible following the date that the amount is collected.

4.4 The Government of the United States shall, at the request of the Government of a Pacific Island party, fully investigate any alleged infringement of this Treaty involving a vessel of the United States, and report as soon as practicable and in any case within two months to that Government on that investigation and on any action taken or proposed to be taken by the Government of the United States in relation to the alleged infringement.

4.5 In the event that a report provided pursuant to paragraph 4 of this Article shows that a fishing vessel of the United States:

(a) while fishing in the Licensing Area did not have a licence to fish in the Licensing Area, except in accordance with paragraph 2 of Article 3; or

(b) was involved in any incident in which an authorised officer or observer was allegedly assaulted with resultant bodily harm, physically threatened, forcefully resisted, refused boarding or subjected to physical intimidation or physical interference in the performance of his or her duties as authorised pursuant to this Treaty; or

that there was probable cause to believe that a fishing vessel of the United States:

(c) was used for fishing in waters closed to fishing pursuant to Annex I, except as authorised in accordance with paragraph 3 of Article 3;

(d) was used for fishing in any Limited Area as described in Annex I, except as authorised in accordance with that Annex I;

(e) was used for fishing by any method other than the purse seine method, except in accordance with paragraph 2 of Article 3;

(f) was used for directed fishing for Southern Bluefin Tuna or for fishing for any kinds of fish other than tunas, except that other kinds of fish may be caught as an incidental by-catch;

(g) used an aircraft for fishing which was not identified on a form provided pursuant to Schedule 1 of Annex II in relation to that vessel; or

(h) was involved in an incident in which evidence which otherwise could have been used in proceedings concerning the vessel has been intentionally destroyed;

and that such vessel has not submitted to the jurisdiction of the Pacific Island party concerned, the Government of the United States shall, at the request of that party, take all necessary measures to ensure that the vessel concerned leaves the Licensing Area and waters closed to fishing pursuant to Annex I immediately and does not return except for the purpose of submitting to the jurisdiction of the party, or after action has been taken by the Government of the United States to the satisfaction of that party.

4.6 In the event that a report provided pursuant to paragraph 4 of this Article shows that a fishing vessel of the United States has been involved in a probable infringement of this Treaty, including an infringement of an applicable national law as identified in Schedule 1 of Annex I, other than an infringement of the kind described in paragraph 5 of this Article, and that the vessel has not submitted to the jurisdiction of the Pacific Island party concerned, the Government of the United States shall, at the request of that party, take all necessary measures to ensure that the vessel concerned:

(a) submits to the jurisdiction of that party; or

(b) is penalised by the Government of the United States at such level as may be provided for like violations in United States law relating to foreign fishing vessels licensed to fish in the exclusive economic zone of the United States but not to exceed the sum of US$250,000.

4.7 Financial assurances provided pursuant to this Treaty may be drawn against by any Pacific Island party to satisfy any civil or criminal judgment or other determination in favour of a national or the Government of a Pacific Island party.

4.8 Prior to instituting any legal proceedings pursuant to this Article concerning an alleged infringement of this Treaty in waters within the jurisdiction, for any purpose, as recognised by international law, of a Pacific Island party, the Government of the United States shall notify the Government of that Pacific Island party that such proceedings shall be instituted. Such notice shall include a statement of the facts believed to show an infringement of this Treaty and the nature of the proposed proceedings, including the proposed charges and the proposed penalties to be sought. The Government of the United States shall not institute such proceedings if the Government of that Pacific Island party objects within 30 days of the effective date of such notice.

4.9 The Government of the United States shall ensure that an agent is appointed and maintained in accordance with the requirements of subparagraphs (a) and (b) of this paragraph, with authority to receive and respond to any legal process issued by a Pacific Island party in respect of an operator of any fishing vessel of the United States (identified in the form set out in Schedule 1 of Annex II) and shall notify the Administrator of the name and address of such agent, who:

(a) shall be located in Port Moresby for the purpose of receiving and responding to any legal process issued in accordance with this Article; and

(b) shall, within 21 days of notification that legal process has been issued in accordance with this Article, travel to any Pacific Island party, at no expense to that party, for the purpose of receiving and responding to that process.

ARTICLE 5

COMPLIANCE POWERS

5.1 It is recognised that the respective Pacific Island parties may enforce the provisions of this Treaty and licences issued thereunder, including arrangements made pursuant to Article 3.3 and licences issued thereunder, in waters under their respective jurisdictions.

5.2 The Governments of the Pacific Island parties shall promptly notify the Government of the United States of any arrest of a fishing vessel of the United States or any of its crew and of any charges filed or proceedings instituted following the arrest, in accordance with this Article.

5.3 Fishing vessels of the United States and their crews arrested for breach of this Treaty shall be promptly released upon the posting of a reasonable bond or other security. Penalties applied in accordance with this Treaty for fishing violations shall not be unreasonable in relation to the offence and shall not include imprisonment or corporal punishment.

5.4 The Government of the United States shall not apply sanctions of any kind including deductions, however effected, from any amounts which might otherwise have been paid to any Pacific Island party, and restrictions on trade with any Pacific Island party, as a result of any enforcement measure taken by a Pacific Island party in accordance with this Article.

5.5 The Governments of the parties shall adopt and inform the other parties of such provisions in their national laws as may be necessary to give effect to this Treaty.

5.6 Where legal proceedings have been instituted by the Government of the United States pursuant to Article 4, no Pacific Island party shall proceed with any legal action in respect of the same alleged infringement as long as such proceedings are maintained. Where penalties are levied or proceedings are otherwise concluded by the Government of the United States pursuant to Article 4, the Pacific Island party which has received notice of such final determination shall withdraw any legal charges or proceedings in respect of the same alleged infringement.

5.7 During any period in which a party is investigating any infringement of this Treaty involving a fishing vessel of the United States, being an infringement which is alleged to have taken place in waters within the jurisdiction, for any purpose, as recognised by international law, of a Pacific Island party, and if that Pacific Island party so notifies the other parties, any licence issued in respect of that vessel shall, for the purposes of Article 3, be deemed not to authorise fishing in the waters of that Pacific Island party.

5.8 If full payment of any amount due as a result of a final judgment or other final determination deriving from an occurrence in waters within the jurisdiction, for any purpose, of a Pacific Island party, is not made to that party within sixty (60) days, the licence for the vessel involved shall be suspended at the request of that party and that vessel shall not be authorised to fish in the Licensing Area until that amount is paid to that party.

ARTICLE 6

CONSULTATIONS AND DISPUTE SETTLEMENT

6.1 At the request of any party, consultations shall be held with any other party within sixty (60) days of the date of receipt of the request. All other parties shall be notified of the request for consultations and any party shall be permitted to participate in such consultations.

6.2 Any dispute between the Government of the United States and the Government of one or more Pacific Island parties in relation to or arising out of this Treaty may be submitted by any such party to an arbitral tribunal for settlement by arbitration no earlier than one hundred and twenty (120) days following a request for consultations under Article 6.1. Unless the parties to the dispute agree otherwise, the Arbitration Rules of the United Nations Commission on International Trade Law as at present in force, shall be used.

6.3 The Government or Governments of the Pacific Island party or parties to the dispute shall appoint one arbitrator and the Government of the United States shall appoint one arbitrator. The third arbitrator, who shall act as presiding arbitrator of the tribunal, shall be appointed by agreement of the parties to the dispute. In the event of a failure to appoint any arbitrator within the time period provided in the Rules, the arbitrator shall be appointed by the Secretary-General of the Permanent Court of Arbitration at The Hague.

6.4 Unless the parties to the dispute agree otherwise, the place of arbitration shall be Port Moresby. The tribunal may hold meetings at such other place or places within the territory of a Pacific Island party or elsewhere within the Pacific Islands region as it may determine. An award or other decision shall be final and binding on the parties to the arbitration, and, unless the parties agree otherwise, shall be made public. The parties shall promptly carry out any award or other decision of the tribunal.

6.5 The fees and expenses of the tribunal shall be paid half by the Government or Governments of the Pacific Island party or parties to the arbitration and half by the Government of the United States, unless the parties to the arbitration agree otherwise.

11.

ARTICLE 7

REVIEW OF THE TREATY

7. The parties shall meet once each year for the purpose of reviewing the operation of this Treaty.

ARTICLE 8

AMENDMENT OF THE TREATY

8. The following procedures shall apply to the adoption and entry into force of any amendment to this Treaty.

(a) Any party may propose amendments to this Treaty.

(b) A proposed amendment shall be notified to the depositary not less than forty five (45) days before the meeting at which the proposed amendment will be considered.

(c) The depositary shall promptly notify all parties of such proposal.

(d) The parties shall consider proposed amendments to this Treaty at the annual meeting described in Article 7, or at any other time that may be agreed by all parties.

(e) Any amendment to this Treaty shall be adopted by the approval of all the parties, and shall enter into force upon receipt by the depositary of instruments of ratification, acceptance or approval by the parties.

(f) The depositary shall promptly notify all parties of the entry into force of the amendment.

ARTICLE 9

AMENDMENT OF ANNEXES

9. The following procedures may apply to the adoption and entry into force of any amendment to an Annex of this Treaty, at the request of the party proposing the amendment, in lieu of the procedure set out in Article 8, unless otherwise provided in the Annex.

(a) Any party may propose amendment to an Annex of this Treaty at any time by notifying such proposal to the depositary, which shall promptly notify all parties of the proposed amendment.

(b) A party approving a proposed amendment to an Annex shall notify its acceptance to the depositary, which shall promptly notify all the parties of each acceptance. Upon receipt by the depositary of notices of acceptance from all parties, such amendment shall be incorporated in the appropriate Annex and shall have effect from that date, or from such other date as may be specified in such amendment. The depositary shall promptly notify all parties of the adoption of the amendment and its effective date.

ARTICLE 10

NOTIFICATION

10.1 The Administrator and each party shall notify the depositary of their current addresses for the receipt of notices given pursuant to this Treaty, and the depositary shall notify the Administrator and each of the parties of such addresses or any changes thereof. Unless otherwise specified in this Treaty, any notice given in accordance with this Treaty shall be in writing and may be served by hand or sent by telex or, where either method cannot readily be effected, by registered airmail to the address of the party or the Administrator as currently listed with the depositary.

10.2 Delivery by hand shall be effective when made. Delivery by telex shall be deemed to be effective on the business day following the day when the "answer back" appears on the sender's telex machine. Delivery by registered airmail shall be deemed to be effective twenty-one (21) days after posting.

ARTICLE 11

DEPOSITARY

11. The depositary for this Treaty shall be the Government of Papua New Guinea.

ARTICLE 12

FINAL CLAUSES

12.1 This Treaty shall be open for signature by the Governments of all the Pacific Island States and the Government of the United States of America.

12.2 This Treaty is subject to ratification by the States referred to in paragraph 1 of this Article. The instruments of ratification shall be deposited with the depositary.

12.3 This Treaty shall remain open for accession by States referred to in paragraph 1 of this Article. The instruments of accession shall be deposited with the depositary.

12.4 This Treaty shall enter into force upon receipt by the depositary of instruments of ratification by the Government of the United States and by the Governments of ten Pacific Island States which shall include the Federated States of Micronesia, the Republic of Kiribati and Papua New Guinea.

12.5 This Treaty shall enter into force for any State ratifying or acceding after the entry into force of this Treaty on the thirtieth day after the date on which its instrument of ratification or accession is received by the depositary.

12.6 This Treaty shall cease to have effect at the expiry of one year following the receipt by the depositary of an instrument signifying withdrawal or denunciation by the United States, any of the Pacific Island States named in Article 12.4, or such number of Pacific Island States as would leave fewer than ten such States as parties.

12.7 This Treaty shall cease to have effect for a party at the expiry of the sixth month following the receipt by the depositary of an instrument signifying withdrawal or denunciation by that party, except that where this Treaty would cease to have effect under the last preceding paragraph as the result of the receipt of the said instrument, it shall cease to have effect for that party in the manner provided in the last preceding paragraph.

12.8 Any licence in force pursuant to this Treaty shall not cease to have effect as a result of this Treaty ceasing to have effect either generally or for any party, and Articles 1, 3, 4 and 5 shall be regarded as continuing in force between the United States and the Pacific Island State party in respect of such licence until such licence expires in accordance with its terms.

12.9 No reservations may be made to this Treaty.

12.10 Paragraph 9 of this Article does not preclude a State, when signing, ratifying or acceding to this Treaty, from making declarations or statements, provided that such declarations or statements do not purport to exclude or modify the legal effect of the provisions of this Treaty in their application to that State.

DONE at Port Moresby on the second day of April, 1987

REPRESENTATIVES OF THE
GOVERNMENTS OF:

AUSTRALIA

UNITED STATES OF AMERICA

COOK ISLANDS

FEDERATED STATES OF
MICRONESIA

FIJI

REPUBLIC OF KIRIBATI

REPUBLIC OF THE
MARSHALL ISLANDS

REPUBLIC OF NAURU

NEW ZEALAND

NIUE

REPUBLIC OF PALAU

PAPUA NEW GUINEA

SOLOMON ISLANDS

KINGDOM OF TONGA

TUVALU

REPUBLIC OF VANUATU

WESTERN SAMOA

ID.

ANNEX I

PART 1

INTRODUCTORY

1. In this Annex:

(a) "applicable national law" means any provision of a law, however described, of a Pacific Island party which governs the fishing activities of foreign fishing vessels, being a law identified in Schedule 1, and which is not inconsistent with the requirements of this Treaty and shall be taken to exclude any provision which imposes a requirement which is also imposed by this Treaty;

(b) "Closed Area" means an area of a Pacific Island party as described in Schedule 2;

(c) "Limited Area" means an area described in Schedule 3; and

(d) "the vessel" means the vessel in respect of which a licence is issued.

2. Schedule 1 may be amended from time to time by the inclusion by any Pacific Island party of any applicable national law and, for the purposes of this Treaty, except as provided in this paragraph, the amendment shall take effect from the date that the amended Schedule has been notified to the Government of the United States. For the purposes of any obligation on the United States pursuant to paragraphs 4 and 5 of Article 4, the amendment shall take effect sixty (60) days from the date that the amended Schedule has been notified to the Government of the United States. The Government of the Pacific Island party shall use its best endeavours to provide advance notice to the Government of the United States of the amendment.

3. Nothing in this Annex and its Schedules, nor acts or activities taking place thereunder, shall constitute recognition of the claims or the positions of any of the parties concerning the legal status and extent of waters and zones claimed by any party. In the claimed waters and zones, the freedoms of navigation and overflight and other uses of the sea related to such freedoms are to be exercised in accordance with international law.

PART 2

COMPLIANCE WITH APPLICABLE NATIONAL LAWS

4. The operator of the vessel shall comply with each of the applicable national laws, and shall be responsible for the compliance by the vessel and its crew with each of the applicable national laws, and the vessel shall be operated in accordance with those laws.

PART 3

PROHIBITIONS

5. The vessel shall not be used for directed fishing for Southern Bluefin Tuna, or for fishing for any kinds of fish other than tunas, except that other kinds of fish may be caught as an incidental by-catch.

6. The vessel shall not be used for fishing by any method, except the purse seine method.

7. The vessel shall not be used for fishing in any Closed Area.

8. Except for circumstances involving force majeure and other emergencies involving the health or safety of crew members or the safety of the vessel, no aircraft may be used in association with the fishing activities of the vessel unless it is identified in item 6 or 7 of Schedule 1 of Annex II.

9. The vessel shall not be used for fishing in any Limited Area except in accordance with the requirements set out in Schedule 3, which are applicable to that Limited Area.

PART 4

REPORTING

10. Information relating to the position of and catch on board the vessel, as described in Part 1 of Schedule 4, shall be provided by telex to the Administrator at the following times:

(a) before departure from port for the purpose of beginning a fishing trip in the Licensing Area;

(b) each Wednesday while within the Licensing Area or a Closed Area; and

(c) before entry into port for the purpose of unloading fish from any trip involving fishing in the Licensing Area.

11. Information relating to the position of and catch on board the vessel, as described in Part 2 of Schedule 4, shall be provided to each Pacific Island party in the manner notified to the Government of the United States by that party as follows:

(a) at the time of entry into and of departure from waters which are, for any purpose, subject to the jurisdiction of the Pacific Island party;

(b) at least 24 hours prior to the estimated time of entry into any port of that party; and

(c) as otherwise set out in Part 3 of Schedule 4.

12. At the end of each day that the vessel is in the Licensing Area, an entry or entries for that day shall be completed on the catch report form as set out in Schedule 5, in accordance with the requirements of that form, and such forms shall be posted by registered airmail to the Administrator within fourteen (14) days following the date of the next entry into a port for the purpose of unloading its fish catch.

13. Immediately following the unloading of any fish from the vessel, a report shall be completed in the form set out in Schedule 6 and shall be posted by registered airmail to the Administrator within fourteen (14) days following the date of the completion of that unloading opertion, or, in the case of unloading by transshipment, within fourteen (14) days following unloading of that transshipment at the processing site.

PART 5

ENFORCEMENT

14. The master and each member of the crew of the vessel shall immediately comply with every instruction and direction given by an authorised and identified officer of a Pacific Island party, including to stop, to move to a specified location, and to facilitate safe boarding and inspection of the vessel, gear, equipment, records, fish and fish products. Such boarding and inspection shall be conducted as much as possible in a manner so as not to interfere unduly with the lawful operation of the vessel. The operator and each member of the crew shall facilitate and assist in any action by an authorised officer of a Pacific Island party and shall not assault, obstruct, resist, delay, refuse boarding to, intimidate or interfere with an authorised officer in the performance of his or her duties.

15. The international distress frequency, 2.182 MHz, and 156.8 MHz (Channel 16, VHF) shall be monitored continuously from the vessel for the purpose of facilitating communication with the surveillance and enforcement authorities of the parties.

16. The international radio call sign of the vessel shall be painted in white on a black background, or in black on a white background, in the following manner:

(a) amidships on both sides immediately below the gunwale, and on a horizontal plane on the superstructure, in letters and figures 20 centimetres apart, with each letter and figure being at least one metre high and 50 centimetres wide and with each line at least 12.5 centimetres wide;

(b) if a helicopter is being carried, on the body of the helicopter in a place clearly visible from sea level, in letters and figures five centimetres apart, with each letter and figure being at least 25 centimetres high, 10 centimetres wide and with each line being at least 2.5 centimetres wide; and

(c) on any other equipment being carried by and itended to be separated from the vessel during normal fishing operations, in letters and figures clearly legible to the naked eye;

and at all times while the vessel is within the Licensing Area or a Closed Area, all parts of these markings shall be clear, distinct and uncovered.

17. The licence shall be carried on board the vessel and produced at the request of an authorised enforcement official of any of the parties. Prior to receipt of the licence, the correct citation of the licence number shall satisfy this requirement.

PART 6

OBSERVERS

18. The operator and each member of the crew of the vessel shall allow and assist any person identified as an observer by the Pacific Island parties to:

(a) board the vessel for scientific, compliance, monitoring and other functions at the point and time notified by the Pacific Island parties to the Government of the United States;

(b) have full access to and the use of facilities and equipment on board the vessel which the observer may determine is necessary to carry out his or her duties; have full access to the bridge, fish on board and areas which may be used to hold, process, weigh and store fish; remove samples; have full access to the vessel's records, including its log and documentation for the purpose of inspection and copying; and gather any other information relating to fisheries in the Licensing Area; without interfering unduly with the lawful operation of the vessel;

(c) disembark at the point and time notified by the Pacific Island parties to the Government of the United States; and

(d) carry out his or her duties safely;

and no operator or crew member of the vessel shall assault, obstruct, resist, delay, refuse boarding to, intimidate or interfere with an observer in the performance of his or her duties.

19. The operator shall provide the observer, while on board the vessel, at no expense to the Pacific Island parties, with food, accommodation and medical facilities of such reasonable standard as may be acceptable to the Pacific Island party whose representative is serving as the observer.

20. Any operator of the vessel from which any fish taken in the Licensing Area is unloaded shall allow, or arrange for, and assist any person authorised for this purpose by the Pacific Island parties to have full access to any place where such fish is unloaded, to remove samples and to gather any other information relating to fisheries in the Licensing Area.

21. An observer programme shall be conducted in accordance with this Treaty and provisions that may be agreed from time to time.

PART 7

MISCELLANEOUS REQUIREMENTS

22. At all times while the vessel is in a Closed Area, the fishing gear of the vessel shall be stowed in such a manner as not to be readily available for fishing. In particular, the boom shall be lowered as far as possible so that the vessel cannot be used for fishing but so that the skiff is accessible for use in emergency situations; the helicopter, if any, shall be tied down; and launches shall be secured.

23. The vessel shall be operated in such a way that the activities of traditional and locally based fishermen and fishing vessels are not disrupted or in any other way adversely affected.

24. Any information required to be recorded, or to be notified, communicated or reported pursuant to a requirement of this Treaty shall be true, complete and correct. Any change in circumstances which has the effect of rendering any such information false, incomplete or misleading shall be notified to the Administrator immediately.

SCHEDULE 1

APPLICABLE NATIONAL LAWS

The following laws and any regulations or other instruments having the force of law which have been implemented pursuant to those laws, as amended at the time this Treaty enters into force, shall be considered as applicable national laws for the purposes of this Treaty.

Australia

Antarctic Marine Living Resources Conservation Act, 1981
Continental Shelf (Living Natural Resources) Act, 1968
Continental Shelf (Living Natural Resources) Regulations
Fisheries Act, 1952
Fisheries Regulations
Torres Strait Fisheries Act, 1984
Whale Protection Act, 1980

Cook Islands

Cook Islands Commercial Fishing Regulations, 1951
Exclusive Economic Zone (Foreign Fishing Craft) Regulations, 1979
Fisheries Protection Act, 1976
Fishing Ordinance, 1950
Territorial Sea and Exclusive Economic Zone Act, 1977

Federated States of Micronesia

Titles 18 and 24 of the Code of the Federated States of Micronesia, as amended by Public Law Nos. 2-28, 2-31, 3-9, 3-10, 3-34, and 3-80

Fiji

Fisheries Act, 1942
Fisheries Ordinance (Cap 135)
Fisheries Regulations (Cap 135)
Marine Spaces Act, 1978
Marine Spaces (Foreign Fishing Vessels) Regulations, 1979

Kiribati

Fisheries Ordinance, 1979
Fisheries (Amendment) Act, 1984
Marine Zones (Declaration) Act, 1983

Marshall Islands

Marine Resources Jurisdiction Act, 1978
Marine Zones (Declaration) Act, 1984

Nauru

Interpretation Act, 1971
Interpretation Act, 1975
Marine Resources Act, 1978

New Zealand

Antarctic Marine Living Resources Act, 1981
Continental Shelf Act, 1964
Exclusive Economic Zone (Foreign Fishing Craft) Regulations, 1978
Fisheries Act, 1983
Marine Mammals Protection Act, 1978
Territorial Sea and Exclusive Economic Zone Act, 1977
Tokelau (Territorial Sea and Exclusive Economic Zone Act), 1977

Niue

Territorial Sea and Exclusive Economic Zone Act, 1978

Palau

Palau National Code, Title 27

Papua New Guinea

Fisheries Act (Cap 214)
Fisheries Regulations (Cap 214)
Fisheries (Torres Strait Protected Zone) Act, 1984
Tuna Resources Management (National Seas) Act (Cap 224)
Whaling Act (Cap 225)

Solomon Islands

Delimitation of Marine Waters Act, 1978
Fisheries Act, 1972
Fisheries Limits Act, 1977
Fisheries Regulations, 1972
Fisheries (Foreign Fishing Vessels) Regulations, 1981

Tonga

Fisheries Protection Act, 1973
Fisheries Regulation Act, 1923
Whaling Industry (Amendment) Act, 1979

Tuvalu

Fisheries Act (Cap 45)
Foreign Fishing Vessel Regulations, 1982
Fisheries (Foreign Fishing Vessel) (Amendment) Regulations, 1984
Marine Zones (Declaration) Act, 1983

Vanuatu

Fisheries Act, 1982
Fisheries Regulations, 1983
Maritime Zones Act, 1981

Western Samoa

Exclusive Economic Zone Act, 1977
Fisheries Protection Act, 1972
Territorial Sea Act, 1971

SCHEDULE 2

CLOSED AREAS

Australia. All waters within the seaward boundary of the Australian Fishing Zone (AFZ) west of a line connecting the point of intersection of the outer limit of the AFZ by the parallel of latitude 25°30' South with the point of intersection of the meridian of longitude 151° East by the outer limit of the AFZ and all waters south of the parallel of latitude 25° 30' South.

Cook Islands. Territorial Sea.

Federated States of Micronesia. Three nautical mile territorial sea and nine nautical mile exclusive fishery zone and on all named banks and reefs as depicted on the following charts:

DMAHTC NO 81019 (2nd. ed., Mar. 1945; revised 7/17/72. corrected through NM 3/78 of June 21, 1978).
DMAHTC NO 81023 (3rd. ed., Aug. 7, 1976).
DMAHTC NO 81002 (4th. ed., Jan. 26, 1980; corrected through NM 4/80).

Fiji. Internal waters, archipelagic waters and territorial seas of Fiji and Rotuma and its Dependencies.

Kiribati. Within archipelagic waters as established in accordance with Marine Zones Declaration Act 1983; within 12 nautical miles drawn from the baselines from which the territorial sea is measured; within 2 nautical miles of any anchored fish aggregating device for which notification of its location shall be given by geographical coordinates.

Marshall Islands. 12 nautical mile territorial sea and area within two nautical miles of any anchored fish aggregating device for which notification of its location shall be given by geographical coordinates.

Nauru. The territorial waters as defined by Nauru Interpretation Act, 1971, Section 2.

New Zealand. Territorial waters; waters within 6 nautical miles of outer boundary of territorial waters; all waters to west of New Zealand main islands and south of 39° South latitude; all waters to east of New Zealand main islands south of 40° South latitude; and in respect of Tokelau: areas within 12 nautical miles of all island and reef baselines; twelve and one half nautical miles either side of a line joining Atafu and Nukunonu and Fakaofo; and coordinates as follows:

Atafu: 8°35'10"S, 172°29'30"W
Nukunonu: 9°06'25"S, 171°52'10"W
9°11'30"S, 171°47'00"W
Faka'ofo: 9°22'30"S, 171°16'30"W

Niue. Territorial sea and within 3 nautical miles of Beveridge Reef, Antiope Reef and Haran Reef as depicted by appropriate symbols on NZ 225F (chart showing the territorial sea and exclusive economic zone of Niue pursuant to the Niue Territorial Sea and Exclusive Economic Zone Act of 1978).

Palau. Within 12 nautical miles of all island baselines in the Palau Islands; within a 50 nautical mile arc measured from the entrance to Malakal Harbour (7°16'44"N, 134°28'18"E) and extending from where the arc intersects the territorial sea limit to the northeast of Babelthuap Island to the 134° East meridian of longitude, southwest of Angaur Island then due north along the 134° East meridian of longitude to the intersection with the territorial sea limit.

Papua New Guinea. In addition to its territorial sea and internal waters, within the area bounded by the following parallels and meridians - from latitude 0°30' South to latitude 3°30' South, and from longitude 149° East to longitude 153° East.

Solomon Islands. All waters within the fishery limits of the Solomon Islands (including internal waters, territorial sea and archipelagic waters) except that part of the fishery limits east and north of the following lines: commencing at a point 161° East, 4°20' South, then extending due south along 161° to a point 6°30' South, then by a line extending due east to a point 165° East, then by a line due south to a point 8° South, then by a line due east to a point 169°55' East.

Tonga. All waters with depths of not more than 1,000 metres, within the area bounded by the fifteenth and twenty third and one half degrees of south latitudes and the one hundred and seventy third and the one hundred and seventy seventh degrees of west longitudes; also within a radius of twelve nautical miles from the islands of Teleki Tonga and Teleki Tokelau.

Tuvalu. Territorial sea and waters within two nautical miles of all named banks, i.e. Macaw, Kosciusko, Rose, Bayonnaise and Hera, in Tuvalu EEZ, as depicted on the chart entitled "Tuvalu Fishery Limits" prepared by the United Kingdom Hydrographic Department, Taunton, January 11, 1981.

Vanuatu. Archipelagic waters and the .erritorial sea, and internal waters.

Western Samoa. Territorial sea; reefs, banks and areas bounded/enclosed by the following parallels and meridians to the extent such areas are within Western Samoa fisheries jurisdiction:

1. From latitude 12° 58' South to latitude 13° 11.5' South and longitude 174° 5.5' West to longitude 174° 26' West.

2. From latitude 12° 12' South to latitude 12° 38.5' South and longitude 173° 47' West to longitude 174° 25' West.

3. From latitude 13° 7' South to latitude 13° 19' South and longitude 172° 59' West to longitude 173° 38.5' West.

4. From latitude 14° 51' South to latitude 15° 3.4' South and longitude 172° 10.7' West to longitude 172° 19.1' West.

5. From latitude 14° 20.5' South to latitude 14° 28' South and longitude 171° 8' West to longitude 171° 17' West.

and within 2 nautical miles of any anchored fish aggregating device within the EEZ for which notification of its location shall be given by geographical coordinates.

Only the Closed Areas, as described above, of Pacific Island States which are parties to this Treaty shall be applicable under the terms of this Treaty.

SCHEDULE 3

LIMITED AREAS

Solomon Islands

1. The Solomon Islands Limited Area is all of the Licensing Area within the fishery limits of Solomon Islands as described in the Fishery Limits Act 1977 of Solomon Islands.

2. "Fishing day" means any day or part of a day of the week in which a vessel is used for fishing in the Solomon Islands Limited Area.

3. There shall be no fishing in the Solomon Islands Limited Area after the expiry of the five hundredth fishing day from the earliest date on which any Licensing Period takes effect in any given year.

SCHEDULE 4

REPORTING DETAILS

PART 1

LICENSING AREA REPORTS TO THE ADMINISTRATOR

(a) Port departure and entry into port for unloading

(1) report type (LBEG for port departure to begin fishing and LFIN for port entry for unloading)
(2) date
(3) call sign
(4) port name
(5) catch on board by species (in short tons)

as: LBEG (or LFIN) / ddmmyy / CALL SIGN / PORT / SJ xxx YF yyy OTH zzz

(b) Weekly reports

(1) report type (WEEK)
(2) date
(3) call sign
(4) position (to one minute of arc)
(5) catch on board by species

as: WEEK / ddmmyy / CALL SIGN / LA 1111 / LO 11111 / SJ xxx YF yyy OTH zzz

PART 2

REPORTS TO NATIONAL AUTHORITIES

(a) Zone entry and exit

(1) report type (ZENT for entry and ZEXT for exit)
(2) date
(3) call sign
(4) position (to one minute of arc)
(5) catch on board by species

as: ZENT (or ZEXT) / ddmmyy / CALL SIGN / TIME / LA 1111 / LO 11111 / SJ xxx YF yyy OTH zzz

(b) Port entry reports

(1) report type (PENT)
(2) date
(3) call sign
(4) estimated time of entry into port (GMT)
(5) port name

as: PENT / ddmmyy / CALL SIGN / TIME / PORT NAME

DU.

PART 3

OTHER NATIONAL REPORTING REQUIREMENTS

1. Australia

(a) Report of position each two days while within the Australian Fishing Zone;

(b) 24 hours notice of intention to enter the Australian Fishing Zone; and

(c) Report of catch by species every six days while within the Australian Fishing Zone.

2. Fiji

(a) While in Fiji fisheries waters, daily position reporting of the name, call sign, and country of registration of the craft, and its position at that specified time; and

(b) While in Fiji fisheries waters, weekly report of catch by species.

3. Kiribati

While in the Kiribati exclusive economic zone, report on entry into or exit from Closed Areas.

4. New Zealand

(a) While in the New Zealand exclusive economic zone, notification of daily noon positions, to be received no later than noon on the following day;

(b) Notice of catch on board the vessel at the time of entry into the New Zealand exclusive economic zone;

(c) A weekly report of catch taken in the New Zealand exclusive economic zone to cover the period 0001 hours on a Monday to 2400 hours on the following Sunday and to be received by noon on the following Tuesday; and

(d) 24 hours notice of intention to enter the New Zealand exclusive economic zone.

5. Solomon Islands

Report on:

(a) Expected vessel position, date and time of entry at least 24 hours before entry into the Solomon Islands Fishery Limits;

(b) Entry to or exit from Solomon Islands Limited Area together with the catch on board by weight and volume; and

(c) A weekly report of catch taken and fishing days in the Solomon Islands exclusive economic zone to cover the period 0001 hours on a Monday to 2400 hours on the following Sunday and to be received by noon on the following Tuesday.

6. Tonga

While in the Tonga exclusive economic zone, daily position report by radio or telex.

7. Tuvalu

(a) Report not less than 24 hours before entry into the Tuvalu fishery limits on:

(i) the name, call sign and country of registration of the vessel;
(ii) the licence number;
(iii) position on entry; and
(iv) catch by species.

PURSE SEINE VESSEL CATCH REPORT FORM

[illegible]	
[illegible] REGISTRATION	LICENSE/PERMIT NUMBER
ION NUMBER	NAME OF CAPTAIN
ISTERED TONNAGE	LICENSE/PERMIT HOLDER'S SIGNATURE
[illegible] FISH CARRIER (S)	
PURSE-SEINER	YEAR ____ MONTH ____ NUMBER OF CREW ____

DEPARTURE FROM PORT	MM	DD	YY
ARRIVAL AT PORT	MM	DD	YY

N OR SET POSITION LONG.			SCHOOL TYPE	TIME SET	SKIPJACK		YELLOWFIN		OTHER SPECIES			COMMENTS	DISCARDS		REASON FOR DISCARD
N/S	DDMM	E/W			CATCH Short Tons	AV. SIZE (lb)	CATCH Short Tons	AV. SIZE (lb)	SPECIES NAME	CATCH Short Tons	AV. SIZE (lb)		TUNA Short Tons	OTHERS (lb)	
			( )									( )			( )
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TAL															

NUMERICAL EXPRESSION OF SCHOOL TYPE, COMMENTS, AND REASON FOR DISCARD

SCHOOL TYPE
1 Log
2 Surface
3 Whale
4 Porpoise
5 Raft
6 Other

COMMENTS
1 A full day in transit between fishing grounds or in or from fishing grounds.
2 A full day not fishing due to breakdown.
3 A full day not fishing due to bad weather.
4 A full day searching for fish but no sets made.
5 Part of day searching for fish but no sets made.
6 Set unsuccessful for any reason, e.g. fish dive, roll up.

REASON FOR DISCARD
1 Unmarketable species
2 Fish too small
3 Vessel completely loaded
4 Other reason - please specify

33.

SCHEDULE 6

PURSE SEINE UNLOADING LOGSHEET

VESSEL NAME _____ RADIO CALL SIGN OR REGIONAL REGISTER NO. _____

(1) PORT _____

OR, IF AT SEA, POSITION: LAT _____ LONG _____

(2) DATES

(a) AT UNLOADING POINT

ARRIVAL _____ DEPARTURE _____

(b) AT UNLOADING

COMMENCEMENT _____ COMPLETION _____

(3) PARTIAL OR COMPLETE UNLOADING _____

(4) UNLOADING TO _____

(5)

(a) CARRIER VESSEL NAME _____

and RADIO CALL SIGN OR REGIONAL REGISTER NO. _____

or

(b) NAME AND ADDRESS OF COMPANY ACCEPTING FISH _____

_____

(6) DESTINATION OF FISH _____

_____

(7) QUANTITY UNLOADED

	YELLOWFIN	SKIPJACK	BIGEYE	MARLIN	OTHER	UNIT OF MEASUREMENT
ACCEPTED	_____	_____	_____	_____	_____	_____
REJECTED	_____	_____	_____	_____	_____	_____

SIGNATURES

_____ _____

VESSEL MASTER RECEIVING AGENT

ANNEX II

1. For the purposes of this Annex:

(a) "Licensing Period" means the period of validity of licences issued in accordance with this Treaty.

2. The Government of the United States shall make application for a licence in respect of any fishing vessel of the United States intended by the operator to be used for purse seine fishing in the Licensing Area at any time in the Licensing Period by providing to the Administrator a complete application form as set out in Schedule 1.

3. Licences issued pursuant to this Treaty shall not take effect until the Administrator has received payment, free of any charges whatsoever, of the amounts set out in Part 1 of Schedule 2 for that Licensing Period in the manner described in that Schedule. Other financial commitments shall be provided during the Licensing Period pursuant to Part 2 of Schedule 2.

4. Subject to paragraph 5, a licence may be denied:

(a) where the application is not in accordance with the requirements of paragraph 2;

(b) where the owner or charterer is the subject of proceedings under the bankruptcy laws of the United States, unless reasonable financial assurances have been provided to the Administrator;

(c) where the vessel in respect of which application for a licence has been made does not have good standing on the Regional Register of Foreign Fishing Vessels, maintained by the South Pacific Forum Fisheries Agency, provided that:

(i) good standing is withdrawn only as a result of:

(A) the commission of a serious offence against fisheries laws or regulations of a Pacific Island State and the operator has not fully complied with any civil or criminal judgment rendered with respect to such an offence;

(B) evidence existing that gives reasonable cause to believe that the operator has committed a serious offence against the fisheries laws or regulations of any Pacific Island State and that it has not been possible to bring the vessel operator to trial; or

(C) the vessel operator has failed to comply with information requirements for registration as notified by the Administrator to the Government of the United States;

(ii) the Pacific Island party requesting withdrawal of good standing has first consulted the Government of the United States and has made all reasonable efforts to resolve the dispute in question before utilizing the procedures for withdrawal of good standing;

(iii) in the event of a request for withdrawal of good standing from the Regional Register of Foreign Fishing Vessels of a vessel licensed pursuant to this Treaty, the Pacific Island parties agree to take into consideration that vessel's compliance with the terms of this Treaty in determining whether to approve such a request; and

(iv) following a withdrawal of good standing the Pacific Island party involved promptly advises the Government of the United States in writing of the reason for the withdrawal and the requirements which must be fulfilled to reinstate good standing;

(d) where there has been a failure to satisfy a final judgment or other final determination for a breach of this Treaty by the owner, charterer or master of the vessel in respect of which application for a licence has been made, until such time as the final judgment or other final determination is satisfied, and subsequent change in ownership of a vessel shall not affect the application of this provision; or

(e) where an operator has committed, or the vessel has been used for:

(i) a violation of this Treaty, providing that the Pacific Island parties, following consultation with the Government of the United States, determine that the violation is of a serious nature; or

(ii) any violation of this Treaty on more than one occasion, providing that the Pacific Island parties, following consultation with the Government of the United States, determine that such multiple violations constitute a serious disregard of this Treaty.

5. A maximum number of licences may be issued for any Licensing Period as set out in Schedule 2, and, upon request by the Government of the United States, the Pacific Island parties may agree to vary such number.

6. On receipt of an application for a licence in accordance with this Annex, the Administrator shall take the necessary steps to ensure that:

(a) a licence in the form set out in Schedule 3 in respect of the vessel identified in the application; or

(b) a statement setting out the reasons that a licence in respect of the vessel identified in the application is denied together with a refund of the amount or amounts provided with the application;

is promptly provided to the Government of the United States.

SCHEDULE 1

TREATY ON FISHERIES BETWEEN THE GOVERNMENTS OF CERTAIN PACIFIC ISLAND STATES AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

APPLICATION FORM

Application is hereby made for a licence authorising the use of the vessel named in this application for fishing in the Licensing Area.

1. FULL NAME OF VESSEL: _____

2. RADIO CALL SIGN OF VESSEL: _____

3. REGIONAL REGISTER NUMBER OF VESSEL: _____

4. FULL NAME AND ADDRESS OF EACH PERSON WHO IS AN OPERATOR OF THE VESSEL, AND STATE WHETHER OWNER, CHARTERER, MASTER OR OTHER. IF OTHER, SPECIFY DETAILS: _____

5. FULL NAME AND ADDRESS OF INSURER FOR PURPOSES OF ARTICLE 4.3(a) OF THE TREATY: _____

6. REGISTRATION NUMBER AND MAKE OF HELICOPTER, IF ANY, TO BE CARRIED ON VESSEL: _____

7. REGISTRATION NUMBER AND MAKE OF ANY AIRCRAFT TO BE USED IN ASSOCIATION WITH FISHING ACTIVITIES AND NAME AND ADDRESS OF OPERATOR: _____

8. STATE WHETHER OWNER OR CHARTERER IS THE SUBJECT OF PROCEEDINGS UNDER THE BANKRUPTCY LAWS OF THE UNITED STATES: _____

9. STATE WHETHER OPERATOR OR VESSEL HAS BEEN INVOLVED IN A VIOLATION OF THIS TREATY. IF YES, SPECIFY DETAILS: _____

_____
Date of application

_____
Director of the Southwest Region
National Marine Fisheries Service
National Oceanic and Atmospheric Administration

SCHEDULE 2

PAYMENTS

The following amounts are payable annually for a period of five (5) years pursuant to paragraph 3 of Annex II.

PART 1

1. The amounts payable as set forth in this paragraph.

(a) Annual industry payments shall be made as follows:

(i) for the first annual Licensing Period, a lump sum of US$1.75 million for 35 vessels, with the next five licences to be made available for the same pro-rata payment as the first 35 licences, and an additional 10 licences to be made available at US$60,000 per vessel;

(ii) for subsequent annual Licensing Periods, 40 vessel licences calculated on the same basis as the first 40 vessel licences in sub-paragraph (a) and indexed to the price of fish as set forth below, with 10 additional licences to be made available at US$60,000 per vessel and indexed to the price of fish as set forth below.

(b) The indexation shall be applied as follows:

(i) DEFINITIONS

A. Base Vessel Payment: The Base Vessel Payment is US$50,000 for the first 40 vessels to be licensed and US$60,000 for vessels to be licensed in excess of 40 vessels.

B. Adjusted Individual Vessel Payment: The Adjusted Individual Vessel Payment is the individual vessel payment of each annual Licensing Period after the first annual Licensing Period. The Adjusted Individual Vessel Payment will always apply to the Licensing Period immediately following its calculation.

C. Landed Price: The Landed Price is the published standard price per ton (American Tuna Sales Association) for fish delivered to American Samoa prevailing at the time a United States purse seine vessel arrives in port for the purpose of offloading its catch.

D. Average Landed Price: The Average Landed Price is calculated by averaging the established landed price categories for yellowfin and skipjack tuna in American Samoa. The landed price categories to be used are: over 7.5 pounds, 4 to 7.5 pounds and 3 to 4 pounds for skipjack; over 20 pounds, 7.5 to 20 pounds and 4 to 7.5 pounds for yellowfin.

E. Base Price: The Base Price is the Average Landed Price for the three months prior to the Treaty entering into force.

F. Estimated Landed Value: The Estimated Landed Value is the Average Landed Price in effect at the time of a vessel's landing weighted by the yellowfin/skipjack mix ratio to be calculated from information on Schedule 6 for that vessel.

G. Average Estimated Landed Value: The Average Estimated Landed Value is the Estimated Landed Value for all landings by United States purse seine vessels in American Samoa in the four quarters preceding the final quarter of the applicable Licensing Period divided by the total number of those landings for the same period.

(ii) CALCULATION AND APPLICATION OF INDEXING FACTOR

A. To obtain the indexing factor by which the Adjusted Individual Vessel Payment shall be calculated, divide the Average Estimated Landed Value for the preceding four quarters by the Base Price.

B. To obtain the Adjusted Individual Vessel Payment, multiply the Base Vessel Payment by the indexing factor obtained in Paragraph (ii) A.

C. In no case shall the Adjusted Individual Vessel Payment be less than the Base Vessel Payment.

(iii) NOTIFICATIONS

The established prices and any changes shall be supplied to the Administrator by the Government of the United States within ten (10) days of their publication. The Administrator shall notify the Government of the United States sixty (60) days before the start of each Licensing Period of the Adjusted Individual Vessel Payment along with the computation used to arrive at the Adjusted Individual Vessel Payment. The Adjusted Individual Vessel Payment shall become final thirty (30) days after receipt by the Government of the United States, unless the Government

of the United States advises the Administrator otherwise, in which case consultations shall be held.

(iv) CONSULTATIONS

If the established price categories are revised, or if there is a change in the tuna industry structure which makes the price calculations as set forth above inappropriate, the Administrator may consult with representatives of the Government of the United States as necessary to revise the formula.

(c) There shall be no pro-ration of the Base Vessel Payment or the Adjusted Individual Vessel Payment. There shall be no refunds of the Base Vessel Payment or the Adjusted Individual Vessel Payment following licence issuance pursuant to Annex II.

2. Sums payable pursuant to the related Agreement between the South Pacific Forum Fisheries Agency and the Government of the United States.

PART 2

3. Technical assistance, including provision of assistance by technicians, by the United States tuna industry valued at US$250,000 annually in response to requests co-ordinated through the Administrator.

SCHEDULE 3

TREATY ON FISHERIES BETWEEN THE GOVERNMENTS OF CERTAIN PACIFIC ISLAND STATES AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

LICENCE FORM

The vessel described in this licence is hereby authorised to engage in fishing in the Licensing Area for the period described in this licence, in accordance with the terms and conditions referred to in Annex I.

FULL NAME OF VESSEL: _____

RADIO CALL SIGN OF VESSEL: _____

REGIONAL REGISTER NUMBER OF VESSEL: _____

HELICOPTER OR OTHER AIRCRAFT WHICH MAY BE USED IN ASSOCIATION WITH THE FISHING ACTIVITIES OF THE VESSEL: _____

PERIOD OF VALIDITY:

The period of validity of this licence shall be no longer than one year:

FROM _____, 19 _____

TO _____, 19 _____

_____

FOR AND ON BEHALF OF THE PACIFIC ISLAND PARTIES

DATE OF ISSUE: _____

LICENCE NUMBER: _____

WARNING: IT IS AN OFFENCE AGAINST THE LAWS OF MANY NATIONS, INCLUDING THE UNITED STATES OF AMERICA, TO VIOLATE THE REQUIREMENTS OF ANNEX I. PENALTIES MAY INCLUDE SUBSTANTIAL FINES AND VESSEL FORFEITURE.

AGREED STATEMENT ON OBSERVER PROGRAMME

INDEPENDENT STATE OF PAPUA NEW GUINEA

C E R T I F I C A T E

I, TARCISIUS ERI, Assistant Secretary (Treaties Branch), Department of Foreign Affairs;

HEREBY CERTIFY that the attached is a true and authentic copy of the AGREED STATEMENT ON OBSERVER PROGRAMME signed at Port Moresby on 2nd April, 1987.

IN WITNESS THEREOF, I have attached the seal of the Department of Foreign Affairs.

DATED at Port Moresby this 6th day of May, 1987.

TARCISIUS ERI

AGREED STATEMENT ON OBSERVER PROGRAMME

Representatives of the Governments of the Pacific Island States and the Government of the United States of America have agreed on provisions relating to observers in Annex I, Part 6 of the Treaty on Fisheries between the Governments of Certain Pacific Island States and the Government of the United States of America.

The Representatives recognise that the provision for an observer programme is necessary to implement and achieve the objectives of the Treaty.

The Representatives also acknowledge the desirability of providing appropriate administrative measures pursuant to Annex I, Part 6 of the Treaty.

Therefore, the representatives agree as follows:

(a) observer operations would be based on the placement of observers at ports of trip origin for complete trips unless otherwise agreed at the outset of the trip;

(b) the United States Government would be notified of observer placements by an Observer Coordinator nominated by the Pacific Island parties;

(c) The Pacific Island parties would use their best endeavours to ensure that a reasonable period of notice was given, which should, wherever practicable, be at least fourteen (14) days;

(d) the United States Government would use its best endeavours to ensure that the Observer Coordinator is kept informed of the expected pattern of port departures and of the planned fishing activities of departing vessels;

(e) the United States Government would facilitate the placing of observers including the provison of visas;

(f) the United States Government would notify the Observer Coordinator of any difficulties involving the discharge of the duties of observers; and

(g) that it is anticipated observers will use the same range of equipment used by United States observers; and there will be a training program in the use of equipment, but crew will also be expected to assist observers in the use of equipment.

2.

DONE at Port Moresby on the second day of April, 1987

REPRESENTATIVES OF THE
GOVERNMENTS OF:

AUSTRALIA

UNITED STATES OF AMERICA

COOK ISLANDS

FEDERATED STATES OF
MICRONESIA

FIJI

REPUBLIC OF KIRIBATI

REPUBLIC OF THE
MARSHALL ISLANDS

REPUBLIC OF NAURU

NEW ZEALAND

NIUE

REPUBLIC OF PALAU

PAPUA NEW GUINEA

SOLOMON ISLANDS

KINGDOM OF TONGA

TUVALU

REPUBLIC OF VANUATU

WESTERN SAMOA

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE SOUTH PACIFIC FORUM FISHERIES AGENCY

The Governnent of the United States of America and the South Pacific Forum Fisheries Agency:

DESIRING to continue and strengthen the ties of friendship, understanding and co-operation which have historically linked the United States and the peoples of the member States of the South Pacific Forum Fisheries Agency;

CONSCIOUS of the commitment of the member Governments of the South Pacific Forum Fisheries Agency to develop fully their economic resources and provide employment opportunities to meet the aspirations of their peoples;

BELIEVING that economic co-operation will benefit the peoples of the United States and the South Pacific region; and

CONVINCED of the desirability of encouraging and facilitating economic development in the South Pacific region;

HAVE AGREED AS FOLLOWS:

ARTICLE 1

The Government of the United States of America (hereinafter "the United States") and the South Pacific Forum Fisheries Agency (hereinafter "the FFA") agree to promote economic development in the South Pacific region.

ARTICLE 2

The FFA agrees to establish an economic development fund (hereinafter "the fund") from which it shall administer payments made pursuant to this Agreement to the Pacific Island States party to the Treaty on Fisheries between the Governments of Certain Pacific Island States and the Government of the United States of America done at Port Moresby on 2nd April 1987.

ARTICLE 3

3.1 The fund shall be controlled and administered by the FFA which shall take appropriate measures to ensure that the fund is used solely to support economic development purposes in accordance with section 531(e) of the Foreign Assistance Act of 1961, as amended. A financial management system shall be mutually developed and agreed upon by the parties.

3.2 The FFA shall minimize operating and administration costs of the fund.

3.3 The FFA shall be responsible for establishing and maintaining, in accordance with generally accepted accounting principles, an internal system of record keeping with respect to the fund, including an annual audit report which shall, upon request, be made available to the Government of the United States. The Comptroller General of the United States shall be permitted upon request to conduct such audits of the fund as necessary to ensure that the FFA is administering the fund in accordance with this Agreement.

3.4 The parties shall consult from time to time on the operation of the fund, and its effectiveness in accomplishing the purposes of this Agreement.

ARTICLE 4

During the time this Agreement is in force, the Government of the United States shall make annual cash payments to the FFA for the fund - from the Agency for International Development - in an amount of ten million U.S. dollars (US$10,000,000), of which $1 million would be used to fund economic development projects formulated by the FFA, subject to the availability of appropriated funds for this purpose.

ARTICLE 5

5.1 This Agreement shall enter into force for a period of five years from the date of entry into force of the Treaty referred to in Article 2. It may be terminated by written agreement, or by either party giving the other party one year written notice in advance.

5.2 The first annual grant shall not be made before (1) the fund has been established and (2) the financial management system has been developed pursuant to Article 3 of this Agreement.

5.3 This Agreement may be amended or extended by written agreement of the parties.

5.4 Understandings designating representatives of the parties for the purpose of carrying out this Agreement and providing for its implementation will be set out in the annual grant documents and ancillary communications.

Done at Port Moresby on the second day of April, 1987.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

FOR THE SOUTH PACIFIC FORUM FISHERIES AGENCY

No. 35

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Independent State of Papua New Guinea and has the honor to refer to Department Note No. 120/87 dated March 4, 1987, and Department Note No. 124/87 dated March 5, 1987, which read as follows:

Note No. 120/87

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to fishing within Papua New Guinea's archipelagic waters pursuant to the Treaty on Fisheries between the Governments of Certain Pacific Island States and of the United States of America.

The Department wishes to confirm the Government of Papua New Guinea's intention to apply the following principles on a bilateral basis to fishing by US vessels inside Papua New Guinea's archipelagic waters, so long as both Papua New Guinea and the United States are parties to the aforementioned agreement:-

1. All fishing conducted in the archipelagic waters shall be subject to an international fisheries agreement.

2. Appropriate embassies in Port Moresby or other points of contact as approved by the government shall be the points of contact for purposes of fishing within the archipelagic waters.

3. All fees are to be paid to the Government of Papua New Guinea. In the case of US vessels all matters relating to fees should be handled through procedures set forth in the Treaty on Fisheries Between the Governments of Certain Pacific Island States and the United States of America.

4. United States fishing vessels will give 24 hours advance notice of all entries and exits into and from the archipelagic waters. No fishing is permitted within

within the territorial waters when a fishing vessel is in transit.

5. All entries and exits to and from the archipelagic waters shall be conducted through the normal channels of navigation unless in pursuit of fish or for reasons of distress, etcetra.

6. Entry into all internal waters is prohibited unless prior approval is given by the Government of Papua New Guinea or as a result of an emergency or distress, etcetra.

7. All US fishing vessels are to stay clear from and not to interfere with other vessels and installations within the archipelagic waters.

8. All forms of scientific research unless approved in writing by the Government of Papua New Guinea are strictly prohibited.

9. US fishing vessel operators shall be responsible for any damage resulting from operations of their fishing vessels.

10. Shore-based facilities should be established in Papua New Guinea to the extent this is practical and economically feasible.

11. Refuelling and victuals should be obtained from Papua New Guinea as far as practical and economically feasible.

12. Marine mammals are not to be hunted but if caught all details of their catch must be reported.

The Department of Foreign Affairs has the honor to propose that if the foregoing is acceptable to the Government of the United States of America, this Note and the Embassy's reply to this effect shall together constitute an agreement on the principles to be applied to fishing vessels of the United States of America in Papua New Guinea's archipelagic waters, which shall enter into force on the date of the Embassy's Note.

The Department of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

WAIGANI
4th March, 1987.

Note

Note No. 124/87

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to its Note No. 120/87 of 4th March 1987 regarding fishing within Papua New Guinea's archipelagic waters pursuant to the Treaty on Fisheries between the Governments of Certain Pacific Island States and of the United States of America.

The Department wishes to advise the Embassy of the United States that an omission has been made inadvertently in paragraph relating to principle number four (4) in its earlier Note which reads:

> "United States fishing vessels will give 24 hours advance notice of all entries and exits into and from the archipelagic waters. No fishing is permitted within the territorial waters when a fishing vessel is in transit".

The Department therefore wishes to further advise and also confirm that this principle should correctly read as follows:

> "United States fishing vessels will give 24 hours advance notice of all entries and exits into and from the territorial waters in transit to and from the archipelagic waters. No fishing is permitted within the territorial waters when a fishing vessel is in transit".

The Department of Foreign Affairs has the honour to propose that if the foregoing revision is acceptable to the Government of the United States of America its earlier Note and this Note together with the Embassy's reply to this effect shall together constitute an Agreement on the principles to be applied to fishing vessels of the United States of America in Papua New Guinea's archipelagic waters which shall enter into force on the date of the Embassy's Note.

The Department of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

WAIGANI
5 March 1987

The Government of the United States agrees that the principles set forth in Department Note No. 120/87 and Department Note No. 124/87 should together apply to fishing by United States vessels in Papua New Guinea's archipelagic waters pursuant to the Treaty on Fisheries between the Governments of Certain Pacific Island States and of the United States of America.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA PORT MORESBY

Embassy of the United States of America,

Port Moresby, March 25, 1987.

(File number)

Note No. 120/87

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to fishing within Papua New Guinea's archipelagic waters pursuant to the Treaty on Fisheries between the Governments of Certain Pacific Island States and of the United States of America.

The Department wishes to confirm the Government of Papua New Guinea's intention to apply the following principles on a bilateral basis to fishing by US vessels inside Papua New Guinea's archipelagic waters, so long as both Papua New Guinea and the United States are parties to the aforementioned agreement:-

1. All fishing conducted in the archipelagic waters shall be subject to an international fisheries agreement.

2. Appropriate embassies in Port Moresby or other points of contact as approved by the government shall be the points of contact for purposes of fishing within the archipelagic waters.

3. All fees are to be paid to the Government of Papua New Guinea. In the case of US vessels all matters relating to fees should be handled through procedures set forth in the Treaty on Fisheries Between the Governments of Certain Pacific Island States and the United States of America.

4. United States fishing vessels will give 24 hours advance notice of all entries and exits into and from the archipelagic waters. No fishing is permitted within the territorial waters when a fishing vessel is in transit.

5. All entries and exits to and from the archipelagic waters shall be conducted through the normal channels of navigation unless in pursuit of fish or for reasons of distress, etcetra.

6. Entry into all internal waters is prohibited unless prior approval is given by the Government of Papua New Guinea or as a result of an emergency or distress, etcetra.

7. All US fishing vessels are to stay clear from and not to interfere with other vessels and installations within the archipelagic waters.

8. All forms of scientific research unless approved in writing by the Government of Papua New Guinea are strictly prohibited.

9. US fishing vessel operators shall be responsible for any damage resulting from operations of their fishing vessels.

10. Shore-based facilities should be established in Papua New Guinea to the extent this is practical and economically feasible.

11. Refuelling and victuals should be obtained from Papua New Guinea as far as practical and economically feasible.

12. Marine mammals are not to be hunted but if caught all details of their catch must be reported.

The Department of Foreign Affairs has the honour to propose that if the foregoing is acceptable to the Government of the United States of America, this Note and the Embassy's reply to this effect shall together constitute an agreement on the principles to be applied to fishing vessels of the United States of America in Papua New Guinea's archipelagic waters, which shall enter into force on the date of the Embassy's Note.

The Department of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

WAIGANI
4th March, 1987.

(File number)

Note No. 124/87

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to its Note No. 120/87 of 4th March 1987 regarding fishing within Papua New Guinea's archipelagic waters pursuant to the Treaty on Fisheries between the Government of certain Pacific Island States and of the United States of America.

The Department wishes to advise the Embassy of the United States that an omission has been made inadvertently in paragraph relating to principle number four (4) in its earlier Note which reads:

> "United States fishing vessels will give 24 hours advance notice of all entries and exits into and from the archipelagic waters. No fishing is permitted within the territorial waters when a fishing vessel is in transit".

The Department therefore wishes to further advise and also confirm that this principle should correctly read as follows:

> "United States fishing vessels will give 24 hours advance notice of all entries and exits into and from the territorial waters in transit to and from the archipelagic waters. No fishing is permitted within the territorial waters when a fishing vessel is in transit".

The Department of Foreign Affairs has the honour to propose that if the foregoing revision is acceptable to the Government of the United States of America its earlier Note and this Note together with the Embassy's reply to this effect shall together constitute an Agreement on the principles to be applied to fishing vessels of the United States of America in Papua New Guinea's archipelagic waters which shall enter into force on the date of the Embassy's Note.

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The Department of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Note No. 1

The Embassy of the United States of America presents its compliments to the Australian High Commission and has the honor to refer to the Treaty on Fisheries - between the Governments of Certain Pacific Island States and the Government of the United States of America, done at Port Moresby on April 2, 1987.

In connection with the conclusion of the Treaty, the Embassy has the honor to propose the following agreement between the Governments of Australia and the United States of America.

The Government of the United States accepts that the waters under the jurisdiction of Australia surrounding Christmas Island and Cocos/Keeling Islands will not be open initially to fishing by United States vessels pursuant to the Treaty.

However, the Government of Australia, noting the concern of the Government of the United States that only a small portion of the total area of waters under Australian jurisdiction is at present open to fishing by United States vessels under the Treaty and in concert with the spirit of the Treaty, shall make its best effort, consistent with prudent management practices and

following consultation with local communities and fisheries experts, to open in a timely manner all or parts of the waters surrounding Christmas Island and Cocos/Keeling Islands to fishing by United States vessels pursuant to the Treaty.

The Government of Australia agrees to advise the Government of the United States, as soon as possible after the signature of the Treaty, of the results of the Australian effort to open all or parts of the waters surrounding Christmas Island and Cocos/Keeling Islands to fishing in accordance with the Treaty, so that Schedule 2 of Annex I of the Treaty may, if appropriate, be amended accordingly no later than the first annual consultative meeting pursuant to Article 7 of the Treaty.

The Embassy has the honor to propose that, if the foregoing is acceptable to the Government of Australia, this note and the High Commission's confirmation reply shall together constitute an agreement between the two governments which shall enter into force on the date of the reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Australian High Commission the assurances of its highest consideration.

Embassy of the United States of America,

Port Moresby, April 2, 1987.

PAPUA NEW GUINEA
NATIONAL DISTRICT
CITY OF PORT MORESBY
EMBASSY OF THE
UNITED STATES OF AMERICA } ss:

I, the undersigned consular officer of the United States of America, duly commissioned and qualified, do hereby certify that the foregoing is a true and faithful copy of the original/copy this day exhibited to me the same having been carefully examined by me and compared with the said original/copy and found to agree therewith word for word and figure for figure.

IN WITNESS HEREOF I have hereunto set my hand and affixed the seal of the Embassy at Port Moresby, Papua New Guinea, this 3rd day of April, 1987

Marilyn Marianno

NOTE NO: 90/87

The Australian High Commission presents its compliments to the Embassy of the United States of America and has the honour to refer to the note of the Embassy numbered 1 of 2 April 1987 which reads as follows:

" The Embassy of the United States of America presents its compliments to the Australian High Commission and has the honor to refer to the Treaty on Fisheries between the Governments of Certain Pacific Island States and the Government of the United States of America, done at Port Moresby on 2 April 1987.

In connection with the conclusion of the Treaty, the Embassy has the honor to propose the following agreement between the Governments of Australia and the United States of America.

The Government of the United States accepts that the waters under the jurisdiction of Australia surrounding Christmas Island and Cocos/Keeling Islands will not be open initially to fishing by United States vessels pursuant to the Treaty.

However, the Government of Australia, noting the concern of the Government of the United States that only a small portion of the total area of waters under Australian jurisdiction is at present open to fishing by United States vessels under the Treaty and in concert with the spirit

..../2

of the Treaty, shall make its best effort, consistent with prudent management practices and following consultations with local communities and fisheries experts, to open in a timely manner all or parts of the waters surrounding Christmas Island and Cocos/Keeling Islands to fishing by United States vessels pursuant to the Treaty.

The Government of Australia agrees to advise the Government of the United States, as soon as possible after the signature of the Treaty, of the results of the Australian effort to open all or parts of the waters surrounding Christmas Island and Cocos/Keeling Islands to fishing in accordance with the Treaty, so that Schedule 2 of Annex I of the Treaty may, if appropriate, be amended accordingly no later than the first annual consultative meeting pursuant to Article 7 of the Treaty.

The Embassy has the honor to propose that, if the foregoing is acceptable to the Government of Australia, this note and the High Commission's confirmation reply shall together constitute an agreement between the two governments which shall enter into force on the date of the reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Australian High Commission the assurances of its highest consideration. "

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The High Commission has the honour to inform the Embassy that the foregoing is acceptable to the Government of Australia and to confirm that the Embassy's note of 2 April 1987, together with this reply, shall constitute an agreement between the Government of Australia and the Government of the United States of America which shall enter into force on the date of this note.

The Australian High Commission avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

PORT MORESBY, PNG

2 April 1987